

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

Case No.: - _____
Division: Family

John Smith,
Petitioner,

and

Jane Doe,
Respondent

**MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE
WITH DEPENDENT OR MINOR CHILDREN**

We, Jane Doe, the Wife, and John Smith, the Husband, being sworn, certify that the following statements are true:

1. We were married to each other on 8-1-1992.
2. Because of irreconcilable differences in our marriage, we have made this agreement to settle once and for all what we owe to each other and what we can expect to receive from each other. Each of us states that nothing has been held back, that we have honestly included everything we could think of in listing our assets (everything we own and that is owed to us) and our debts (everything we owe), and that we believe the other has been open and honest in writing this agreement.
3. We have both filed a Financial Affidavit. Because we have voluntarily made full and fair disclosure to each other of all our assets and debts, we waive any further disclosure under rule 12.285, Florida Family Law Rules of Procedure. (as it relates to providing each other financial documents other than the family law financial affidavits).
4. Each of us agrees to execute and exchange any papers that might be needed to complete this agreement, including deeds, title certificates, etc.

SECTION I. MARITAL ASSETS AND LIABILITIES

A. Division of Assets and Liabilities. We divide our assets and liabilities as set forth herein. Any personal item not listed herein is the property of the party currently in possession of the item. Each party is solely responsible for any and all debt in that party's name.

SECTION II. SPOUSAL SUPPORT

1. Each of us forever gives up any right to spousal support that we may have.

SECTION III. CHILD CUSTODY, PARENTAL RESPONSIBILITY, AND VISITATION

1.	Names of the parties' minor children:	Birth date
	a. Janet Smith	11/06/1993
	b. Jimmy Jones	06/21/1997

2. **Parental responsibility for the minor children will be:** shared between Father and Mother.

3. **The primary residential parent** will be: Mother, and Father will be the secondary residential parent.

4. **Secondary Residential Responsibility, Visitation, or Time Sharing** will be as set forth in the Shared Parenting Agreement/Plan attached hereto as Exhibit "A".

5. Neither parent shall take the children from the custody of the other parent or any child care provider or other person entrusted by the other parent with the care of the children without the agreement of the other party during the other party's time of parental responsibility or visitation.

6. **Relocation of Child.** It is acknowledged that in the event that a Primary Residential Parent seeks to relocate the principal residence of the child subject to this order more than 50 miles away from the current residence as provided by Section 61.13001 of the Florida Statutes, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with 61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to visitation, or (b) serving a Notice of Intent to Relocate signed under oath and penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and any other person entitled to visitation, 30 days to object to the relocation and to request a determination by the Court.

IF A PRIMARY RESIDENTIAL PARENT ATTEMPTS TO RELOCATE THE PRINCIPAL RESIDENCE OF THE CHILD AND FAILS TO COMPLY WITH SECTION 61.13001(3) OF THE FLORIDA STATUTES REGARDING THE NOTICE OF INTENT TO RELOCATE,

SUCH PARENT MAY BE SUBJECT TO CONTEMPT AND OTHER PROCEEDINGS TO COMPEL THE RETURN OF THE CHILD, AND SUCH NON-COMPLIANCE MAY BE TAKEN INTO ACCOUNT BY THE COURT IN A SUBSEQUENT DETERMINATION OF THE RESIDENCE, CUSTODY OR VISITATION RELATING TO THE CHILD.

SECTION IV. CHILD SUPPORT

1. Father, John Smith will pay child support under Florida's child support guidelines, section 61.30, Florida Statutes, to Mother, Amy Yvette Santiago through the State of Florida in accordance with the Income Deduction Order. The Child Support Guidelines Worksheet, is completed and attached. Father shall be obligated to pay child support in the amount of \$646.38, every month on the first of every month following the execution of this agreement and continuing until modified by court order. Child support shall continue until both children reach the age of 18, marries, or otherwise becomes emancipated. In the event that the children are still in school on their 18th birthday with a reasonable expectation of graduating before their 19th birthday, child support shall continue until the children graduate from high school, but in no event beyond the age of 19.
2. **Child Support Arrearage.** There is an arrearage from the date of separation (March 2007) which the parties AGREE shall be calculated by State of Florida, Department of Revenue Case No. 2007-DR-123456, Orange County, Florida.
3. **Health Care Coverage.** Health care coverage is not reasonably available at this time. Any uninsured or unreimbursed medical costs for the minor children shall be prorated according to the child support guideline percentages. As to these uninsured/unreimbursed medical expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.
4. **Dental Care Coverage.** Dental care coverage is not reasonably available at this time. Any uninsured or unreimbursed dental costs for the minor children shall be prorated according to the child support guideline percentages. As to these uninsured or unreimbursed dental expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.
5. **IRS Income Tax Deductions.** The parent granted primary residential responsibility or sole parental responsibility of the parties' minor children shall have the benefit of any tax deductions for the children. The other parent will convey any applicable IRS form regarding the income tax deduction.

I, Jane Smith, certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: _____
Jane Doe
Disney World Castle
Orlando, FL 32820

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me on _____ by Jane Doe.

NOTARY PUBLIC - STATE OF FLORIDA

Printed Name of Notary

___ Personally known
___ Produced identification
Type of identification produced _____

I, John Smith certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: _____
John Smith
Disney World
Orlando, Florida 32801

STATE OF FLORIDA
COUNTY OF _____

Sworn to or affirmed and subscribed before me on _____ by John Smith.

NOTARY PUBLIC - STATE OF FLORIDA

Printed Name of Notary

— Personally known
— Produced identification
Type of identification produced _____

SAMPLE